

RECEIVED
DEPARTMENT OF JUSTICE

EXHIBIT A

DEC 29 10 11 AM '70 TO REGISTRATION STATEMENT

REGISTRATION SECTION

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

| | |
|---|-----------------------------|
| 1. Name and address of registrant VAN BRUNT & COMPANY, ADVERTISING-MARKETING, INC. 711 Third Avenue, New York, N.Y. 10017 | 2. Registration No. 1704 |
|---|-----------------------------|

| | |
|---|---|
| 3. Name of foreign principal JAPANESE EXTERNAL TRADE ORGANIZATION (JETRO) | 4. Principal address of foreign principal 393 Fifth Avenue New York, N.Y. 10016 |
|---|---|

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☒ Association

☐ Other (specify) _____

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Promotion of consumer purchase of Japanese Food Products in the U.S.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal . . Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The function of the Japan External Trade Organization is to promote export trade in the world-wide markets for products and goods produced in Japan and exported overseas. The assignments delegated to Van Brunt & Co. apply only to the U.S. and consist principally of advertising and promotion of Japanese Food Products under the supervision of the Agricultural & Fishery Section of JETRO. The costs of the advertising and promotional activities are underwritten by the Japanese Government.

☐ Foreign Branch of Bank

☐ Foreign Exchange

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

November 30, 1970

Name and Title

Albert Van Brunt, President

Albert Van Brunt

NO RECORDING COPY 21-155551

EXHIBIT W

(84-11-10-10)
101-10-10

RECEIVED NOV 30 1970

U.S. DEPARTMENT OF JUSTICE

U.S. DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

| Name of Registrant | Name of Foreign Principal |
|--|---|
| VAN BRUNT & COMPANY, ADVERTISING-MARKETING, INC. | JAPAN EXTERNAL TRADE ORGANIZATION (JETRO) |

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Advertising & promotion of Japanese Food Products, through consumer and trade publications, TV, recipe booklets, etc.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Writing of advertising copy, supervision of photographing of products, production of engravings for publication use, printing of recipe booklets, proofs, etc; preparation and production of TV scripts and films.

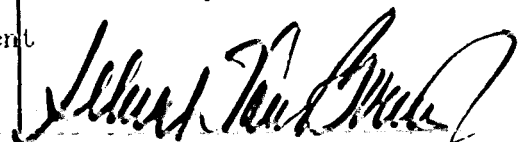
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
November 30, 1970

Name and Title
Albert Van Brunt, President

Signature



^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

JAPAN EXTERNAL TRADE ORGANIZATION
TOKYO, JAPAN

DATE August 22, 1970

VAN BRUNT & COMPANY
ADVERTISING-MARKETING, INC.
711 Third Avenue
New York, New York 10017

Gentlemen,

We hereby retain Van Brunt & Company, Advertising-Marketing, Inc. as our advertising agent and counsel, according to the terms set forth herewith, for an advertising campaign to promote the sales of JAPANESE CANNED MANDARIN ORANGES in the United States from July 1, 1970 to March 31, 1971.

The total amount of this contract shall not exceed U.S. \$78,000.00 and will be payable in United States funds in six installments:

| | |
|--------------|--------------------|
| \$ 16,000.00 | August 23, 1970 |
| 16,000.00 | September 15, 1970 |
| 16,000.00 | October 15, 1970 |
| 16,000.00 | November 15, 1970 |
| 10,500.00 | January 15, 1971 |
| 3,500.00 | March 31, 1971 |
| <hr/> | |
| \$ 78,000.00 | |

BY: *N. Ochi*
N. OCHI, Executive Director for
JAPAN EXTERNAL TRADE ORGANIZATION

Accepted:
VAN BRUNT & COMPANY, ADVERTISING-MARKETING, INC.

BY: *Albert D. Van Brunt*
Albert D. Van Brunt, President

BY: *Irwin A. Vladimir*
Irwin A. Vladimir, Executive Director

-2-

TERMS

1. Van Brunt & Company, Advertising-Marketing, Inc. will prepare and submit to you advertising plans with schedules and other detailed data necessary to put them into operation; prepare copy and layouts; make contracts at the most advantageous rates possible with sellers of advertising space, for space approved and authorized by the Japan External Trade Organization; order and supervise the mechanical production of advertising approved and authorized by you; forward to sellers of advertising space, plates or other material necessary to use of space contracted for on your behalf; verify insertions; audit and pay all proper bills; render bills therefore to Japan External Trade Organization as provided hereunder; and furnish you with advice on the use of advertising in the sales of JAPANESE CANNED MANDARIN ORANGES. Render a final report within one month after completion of campaign.

2. Van Brunt & Company, Advertising-Marketing, Inc., will bill you for all advertising in magazines at the card rate charged by the media and our remuneration will be the agency commission which they allow recognized advertising agencies.

Services with regard to the publicity and public relations campaign will include the following activities:

- A. Creation and preparation of nine new and original recipes using Canned Mandarin Oranges.
- B. Testing of eight new recipes by a qualified home economist.
- C. Eight photographs of the completed recipes under the supervision of the home economist and agency staff.
- D. Study of all photos previously produced and writing of new publicity stories for ten newly titled recipes, for mailing to food editors in areas not used previously. This will give us a total of 18 releases for a period of nine months, including one mat release.
- E. Quantity of 200 duplicate prints of each photograph for release to newspapers.
- F. Writing of publicity stories to accompany recipes and photographs released to newspapers.

TERMS (continued)

- G. Quantity of 250 duplication by offset of stories for distribution and mailing to press.
 - H. Mailing (including postage large envelopes, stuffers, addressing of labels, etc.) of releases with photos, recipes and stories on a regular schedule to leading newspaper food editors throughout the United States, ... average of 150 to 200 newspapers per mailing.
 - I. Preparation and production of one special "mat" publicity release to syndicated feature news service, for distribution to 2,000 editors of local weekly newspapers throughout the United States.
 - J. Continuous contact with magazine food editors and writers to propose inclusion of Canned Mandarin Oranges in their editorial features and recipes to homemakers. Correspondence with these editors, acknowledging and thanking them for their services to Canned Mandarin Oranges.
 - K. Maintenance of contacts with American food manufacturers and suppliers, for the inclusion of Canned Mandarin Oranges in their advertising published in national magazines and to suggest tie-up of Canned Mandarin Oranges with other food producers.
 - L. Purchase of special clipping service to obtain clippings of published publicity releases in newspapers and magazines each month.
 - M. Supplying three clipping books and progressive pasting-in of clippings as received. One book to be mailed to JETRO in Tokyo by air parcel post to arrive in March, 1971 with additional clippings to follow at a later date.
4. Japan External Trade Organization agrees to pay the total cost of advertising, publicity and other services which they authorize, this sum not to exceed U.S. \$78,000.00 in six payments, as per the attached schedule.

JAPAN EXTERNAL TRADE ORGANIZATION
TOKYO, JAPAN

DATE Aug. 10th, 1970

VAN BRUNT & COMPANY
ADVERTISING-MARKETING, INC.
711 Third Avenue
New York, New York 10017

Gentlemen,

We hereby retain Van Brunt & Company, Advertising-Marketing, Inc. as our advertising agent and counsel, according to the terms set forth herewith, for an advertising campaign to promote the sales of JAPANESE CANNED TUNA in the United States from July 1970 to March 31, 1971.

The total amount of this contract shall not exceed U.S. \$92,000.00 and will be payable in United States funds in six installments:

| | |
|--------------|--------------------|
| \$ 15,000.00 | August 15, 1970 |
| 35,000.00 | September 15, 1970 |
| 30,000.00 | October 15, 1970 |
| 5,000.00 | November 15, 1970 |
| 5,000.00 | December 15, 1970 |
| 2,000.00 | March 31, 1971 |
| <hr/> | |
| \$ 92,000.00 | |

BY: *N. Ochi*
N. OCHI, Executive Director for
JAPAN EXTERNAL TRADE ORGANIZATION

Accepted:
VAN BRUNT & COMPANY, ADVERTISING-MARKETING, INC.

BY: *Albert D. Van Brunt*
Albert D. Van Brunt, President

BY: *Irwin A. Vladimir*
Irwin A. Vladimir, Executive Director

TERMS

1. Van Brunt & Company, Advertising-Marketing, Inc. will prepare and submit to you advertising plans with schedules and other detailed data necessary to put them into operation; prepare copy and layouts; make contracts at the most advantageous rates possible with sellers of advertising space and time, approved and authorized by the Japan External Trade Organization; order and supervise the mechanical production of advertising approved and authorized by you; forward to sellers of advertising space and time the plates, films, tapes or other material necessary to use of space and time contracted for on your behalf; verify insertions; audit and pay all proper bills; render bills to Japan External Trade Organization as provided hereunder; and furnish you with advice on the use of advertising in the sale of JAPANESE CANNED TUNA. Render a final report one month after completion of campaign.

All broadcast production and payment of talent will be in accordance with union contracts.

2. Van Brunt & Company, Advertising-Marketing, Inc. will bill you for all advertising in publications and on broadcast media at the card rate charged by the media and our remuneration will be the agency commission which they allow recognized advertising agencies.
3. Costs with regard to the preparation and printing of recipe booklets will include agency service charges.
4. Japan External Trade Organization agrees to pay the total cost of advertising, publicity and other services which they authorize, this sum not to exceed U.S.\$92,000.00 in six payments, as per the attached schedule.